

CIRCUIT COURT SUMMONS

ALTAMONT, TENNESSEE

STATE OF TENNESSEE -12th JUDICIAL DISTRICT

County of Grundy

DEBORAH CLARK and EDDIE CLARK,

Plaintiffs,

vs.

STATE FARM MUTUAL
INSURANCE COMPANY,

Defendant.

NO: 8725
JURY DEMAND

To the above named Defendant (s): **STATE FARM MUTUAL INSURANCE COMPANY**
c/o Commission of the Tennessee Department of
Commerce and Insurance
Attn: Service of Process
500 James Robertson Parkway
Nashville, TN 37243-1131

You are hereby summoned and required to serve upon Michelle M. Benjamin, Plaintiff's attorney
whose address is P. O. Box 177, Winchester, TN 37398 an answer to the complaint herewith served upon
you within (30) days after service of the summons upon, exclusive of the day of service. If you fail to do
so, judgment by default will be taken against you for the relief demanded in the complaint.

Witness Michelle M. Benjamin

Clerk of said Court,

at office the 15 day of June A.D., 2015

Clerk/Deputy Clerk

By Kayla Dyer

Received this.....day of20___

Deputy Sheriff

(This summons is issued pursuant to Rule 4 of the Tennessee Rules of Civil Procedure.)

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL DISTRICT
AT, ALTAMONT, GRUNDY COUNTY, TENNESSEE

DEBORAH CLARK and
EDDIE CLARK,

Plaintiffs,

vs.

No.

8725

JURY DEMAND

STATE FARM MUTUAL
INSURANCE COMPANY,

Defendant.

COMPLAINT-JURY DEMAND

Comes now the plaintiffs, **DEBORAH CLARK and EDDIE CLARK**, by and through counsel, and for cause of action against the defendant, would hereby show unto this Honorable Court as follows:

1. Plaintiffs, Deborah Clark and Eddie Clark, are citizens and residents of Grundy County, Tennessee, residing in Tracy City, Tennessee.

2. At all times material, Defendant State Farm Mutual Automobile Insurance Company was the provider of automobile insurance while doing business in in the State of Tennessee.

3. At all times material, Defendant State Farm Mutual Insurance Company, was the provider of automobile insurance to the Plaintiffs and was required to provide coverage for the accident that occurred on June 30, 2014.

4. Plaintiffs were involved in a one-car motor vehicle accident on June 30, 2014 in Grundy County, Tennessee. Thus, venue is proper in Grundy County, Tennessee.

5. Plaintiffs were airlifted to Vanderbilt Hospital on June 30, 2014, where they received medical treatment for approximately two weeks.

6. Plaintiffs promptly reported the incident to the defendant insurance company.

7. Thereafter, Plaintiffs remained incapacitated and were transported by ambulance to a nursing home in Winchester, Tennessee where they remained for approximately two (2) months.

8. Plaintiffs continued to use a wheelchair and required the assistance of others to meet their daily needs for months thereafter. Plaintiffs suffered serious physical and emotional injury and incurred medical expenses.

9. Defendant State Farm Mutual Automobile Insurance Company accepted the plaintiffs' premiums for the insurance coverage. Defendant also advised Plaintiffs that "Based upon your driving record, your Good Driving Discount has been replaced with our Accident-Free Discount for preferred customers."

10. There was coverage under the policy and therefore the defendant State Farm Insurance Company breached the contract of insurance.

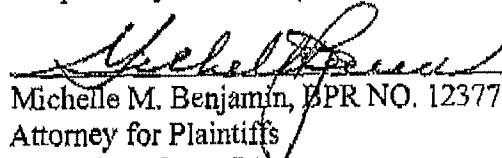
11. No reasonable basis existed for the defendant's denial of the plaintiff's claim.

12. The practices of the defendant constitutes breach of contract, bad faith and breach of covenant of good faith and fair dealing, fraud, unfair and deceptive trade practices in violation of the common law and/or, in the alternative, Tennessee Consumer Protection Act that would entitle the plaintiffs to treble damages or alternatively, for compensatory and punitive damages.

13. As a result of the actions described herein, the plaintiffs suffered economic loss, humiliation, embarrassment, emotional distress, anxiety, loss of self esteem and loss of enjoyment of life, all of which, in the alternative, entitles the plaintiffs to compensatory and punitive damages to deter such bad faith and reckless disregard of the rights of the insured.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs demand a jury trial and for judgment against Defendant for treble damages, or in the alternative, actual damages or out-of-pocket losses, consequential, mental or emotional stress damages or compensatory damages in the amount of \$250,000 for each plaintiff and punitive damages sufficient to deter such future conduct, discretionary costs, attorney fees, prejudgment interest, court costs and for all further relief as this Court may deem just and appropriate.

Respectfully submitted,


Michelle M. Benjamin, BPR NO. 12377
Attorney for Plaintiffs
Post Office Box 177
Winchester, TN 37398-0177
(931) 962-0006

COST BOND

We go surety for costs
not to exceed \$1,000.00.

Deborah A Clark
DEBORAH CLARK, Principal

Eddie D Clark
EDDIE CLARK, Principal

Michelle M Benjamin
Michelle M Benjamin, Surety

OATH

STATE OF TENNESSEE
COUNTY OF FRANKLIN

I, DEBORAH CLARK, hereby make oath that the contents of the foregoing Complaint, and the statements contained therein are not made out of collusion or levity with the defendant but in truth and sincerity, and the same are true to the best of our knowledge, information and belief.

Deborah A Clark
DEBORAH CLARK
Plaintiff

NOTARY PUBLIC

SWORN TO and Subscribed before me,
DEBORAH CLARK who appeared
on this 15th day of June 2015

Laurie B. Drake
NOTARY PUBLIC

My commission expires: 3-22-2016

OATH

STATE OF TENNESSEE
COUNTY OF FRANKLIN

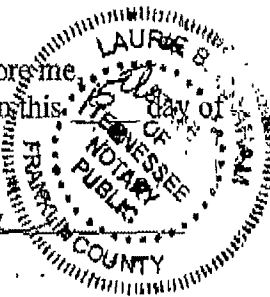
I, EDDIE CLARK, hereby make oath that the contents of the foregoing Complaint, and the statements contained therein are not made out of collusion or levity with the defendant but in truth and sincerity, and the same are true to the best of our knowledge, information and belief.

Eddie D Clark
EDDIE CLARK
Plaintiff

NOTARY PUBLIC

SWORN TO and Subscribed before me
EDDIE CLARK who appeared on this
June 2015.

Laurie B. Galan



NOTARY PUBLIC

My Commission Expires: 3-22-2016

State of Tennessee
Dept. of Commerce & Insurance
Service of Process
500 James Robertson Parkway
Nashville, TN 37243

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FIRST CLASS



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